

**Price Increase**  
**Amendment to Contract for Annual Requirements for**  
**StarTran Brokerage Services, Spec. No. 07-326 - Last Renewal**

This Amendment is hereby entered into on this 30 day of Nov, 2009, by and between Transport Plus of Lincoln, Inc., 1525 Patterson Dr., Lincoln, NE 68522 (hereinafter "Contractor") and The City of Lincoln (hereinafter "City"), for the purpose of extending the Contract, under E.O. 80610 dated January 16, 2008, (the "Contract"), for The Annual Requirements for StarTran Brokerage Services, Spec. No. 07-326, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 1, 2007 thru November 30, 2008 with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties;

WHEREAS, the parties wish to extend the Contract for the an additional one (1) year term (last renewal) beginning December 1, 2009 thru November 30, 2010; and

WHEREAS, the parties wish to Amend the Contract to reflect price increases for the items set forth on Attachment A for the new term of the Contract; and


NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under Bid No. 07-326 and City E.O. 80610, and stated herein the parties agree as follows:

- 1) The Contract shall be extended for an additional one (1) year term beginning December 1, 2009 thru November 30, 2010.
- 2) The parties agree that the City will pay for the items as listed in Attachment A, which is attached hereto and made a part hereof by this reference.
- 3) In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

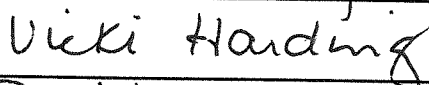
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

|   |
|---|
| Dated this <u>30th</u> day<br>of <u>Nov</u> 2009<br><br><br>Chris Beutler, Mayor |
|---|

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 10th day of November, 2009

|                                     |  |
|-------------------------------------|--|
| Company Name: (PLEASE PRINT)        | Transport Plus of Lincoln Inc.   |
| By: (PLEASE PRINT)                  | Vicki Harding  |
| By: (PLEASE SIGN)                   |  |
| Title:                              | President  |
| Company Address: (PLEASE PRINT)     | 1525 Patterson Dr. Lincoln ne 68522  |
| Company Phone & Fax: (PLEASE PRINT) | (402) 730-7303 Fax - (402) 438-7304  |
| E-Mail Address: (PLEASE PRINT)      | jenny.cyboron@transportplusoflincoln.com   |

102609

**Transport Plus of Lincoln, Inc.**

1525 Patterson Drive

Lincoln, NE 68522

402.730.7303

402.438.7304-FAX

October 26, 2009

City/County Purchasing  
K-Street Complex, Suite 200  
440 South 8<sup>th</sup> Street  
Lincoln, NE 68508

RE: Annual Requirements for StarTran Brokerage Services, Spec. No. 07-326

Dear Tom Kopplin, Assistant Purchasing Agent

We would like to renew our contract for another year.

Enclosed you will find another copy of our insurance. It is the same as you have. When we renew in August, we will send you an updated copy.

We would like to ask for a rate change. Currently we are receiving:

\$20.00 per one way trip

\$10.00 per one way trip – half fare

We are proposing an increase to:


\$21.00 per one way trip

\$10.00 per one way trip – half fare (no change)

We have been at the current rate for 2 years. There are a number of reasons for this increase. Operating expenses are ever increasing.

Please consider our request. If you have any questions, please do not hesitate to call.

Thank you,

  
Vicki Harding  
Owner

81808

**AMENDMENT TO SPEC. NO. 07-326  
AGREEMENT FOR CITY**

This Amendment is hereby entered into on this 28 day of Oct, 2008, by and between **Transport Plus of Lincoln, Inc., 1525 Patterson Dr., Lincoln, NE 68522** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **January 16, 2008**, under E. O. No. **80610**, (the "Agreement"), for **The Annual Requirements for StarTran Brokerage Services, Spec. No. 07-326**, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **December 1, 2007 thru November 30, 2008**, with the option to extend for two (2) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term beginning **December 1, 2008 thru November 30, 2009**; and

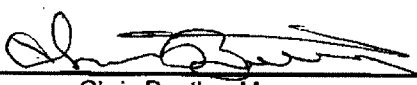
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **December 1, 2008 thru November 30, 2009**.
- 2) In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

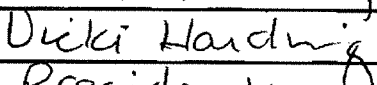
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

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|--|
| Dated this <u>28<sup>th</sup></u> day<br>of <u>Oct.</u> 2008<br><br><br>Chris Beutler, Mayor |
|--|

**Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.**

Executed this 14<sup>th</sup> day of October, 2008

|  |  |
|--|--|
| <b>Company Name: (PLEASE PRINT)</b>            | Transport Plus of Lincoln Inc.   |
| <b>By: (PLEASE PRINT)</b>                      | Vicki Harding  |
| <b>By: (PLEASE SIGN)</b>                       |  |
| <b>Title:</b>                                  | President  |
| <b>Company Address: (PLEASE PRINT)</b>         | 1525 Patterson Dr. Lincoln NE 68522  |
| <b>Company Phone &amp; Fax: (PLEASE PRINT)</b> | Phone - 402-730-7303 Fax 402 438-7304  |
| <b>E-Mail Address: (PLEASE PRINT)</b>          | vicki.harding@transportplusoflincoln.com   |

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Requirements for  
StarTran Brokerage Services  
Specification 07-326**

**Contract Period:  
12/01/07 through 11/30/08**

**Transport Plus of Lincoln, Inc.  
1525 Patterson Dr.  
Lincoln, NE 68522  
402-730-7303**

## STARTRAN BROKERAGE SERVICE AGREEMENT

THIS AGREEMENT, made this 16 day of Jan, 2008 by and between **Transport Plus, Inc., 1525 Patterson Drive, Lincoln, NE 68522**, hereinafter referred to as Contractor, and the City of Lincoln, Nebraska, hereinafter referred to as City.

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide brokerage service for StarTran; and

WHEREAS, Contractor desires to perform said brokerage service for StarTran in accordance with the terms and conditions herein provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### GENERAL CONDITIONS

1. The CONTRACTOR(S) agree to maintain complete records of all complaints received regarding service provided under this Agreement.
  - 1.1 The CONTRACTOR(S) will also maintain complete records of actions taken to resolve each complaint, and agrees to forward to the CITY a complete summary of all such complaints and actions taken.
  - 1.2 All service complaint forms (see Appendix D) will be forwarded to the City.
  - 1.3 All request for reimbursement as explained in Appendix A, will be forwarded to the City.
2. All vehicles used in service pursuant to this Agreement shall be conventional 4-door sedans or multi-passenger vans, equipped with two-way radios and shall at all times be maintained in the safest possible operating condition and shall be kept in clean and comfortable condition for the transportation of passengers.
  - 2.1 Compliance with vehicle specifications shall be subject to regular monitoring by the CITY or the designated representative of the City's Director of Public Works and Utilities.
  - 2.2 The contractor must be in compliance with the Federal Americans with Disabilities Act (ADA) requirements and the current Complementary Paratransit Plan - Lincoln, Nebraska.
  - 2.3 Wheelchair accessible vehicles will be compensated at the same rate as the general fleet.
  - 2.4 The contractor will provide a list of fleet vehicles that will be used by type, model, and year.
    - 2.4.1 Such list to be provided annually on August 31.
3. All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Lincoln.
  - 3.1 The CONTRACTOR(S) shall permit the CITY or any authorized representative of the City's Director of Public Works and Utilities to inspect all work, equipment and materials with regard to the provision of service under this Agreement.
  - 3.2 These inspections shall be at any reasonable time during business hours, 8:00 A.M. to 5:00 P.M.
4. Records and System Access
  - 4.1 The City shall reserve the right to observe operations by the CONTRACTOR(S) pursuant to this agreement at any reasonable time, i.e. maintenance, sensitivity training, etc..
    - 4.1.1 If any observed operations are deemed defective by the City, the City shall notify the contractor in writing of such defect.
    - 4.1.2 The Contractor has 10 days to investigate the defect and a provide report to the City.
    - 4.1.3 The Report shall contain a copy of the city's notice of defect together with a written statement of the corrective action taken, and shall be subject to City approval.
    - 4.1.4 If corrective actions are satisfactory the City will advise contractor within 10 days. Otherwise the Contractor has an additional 5 days to remedy the defect, and failure to do so may be considered as a breach of this agreement.

5. The CONTRACTOR(S) shall be responsible for providing financial and operating data as may be required by the CITY and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.
  - 5.1 These requirements are incorporated by reference. (See Appendix B.)
  - 5.2 The CONTRACTOR(S) agree to abide by Title II of the Civil Rights Act of 1964, prohibiting the withholding of services to any person upon the basis of race, color, religion, sex or national origin.
  - 5.3 In connection with the provision of transportation service pursuant to this Agreement, the CONTRACTOR(S) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, or disability, which disability, is not likely to interfere with his/her ability to control and safely drive a motor vehicle.
  - 5.4 The CONTRACTOR(S) shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age, marital status and shall comply with all equal opportunity regulations including Chapter 11.08 of the Lincoln Municipal Code.
    - 5.4.1 The equal opportunity requirements shall apply to all employment activities including but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
6. The CONTRACTOR(S) shall employ only competent, properly licensed personnel skilled in the provision of transportation service in accordance with any Federal, State or City laws regarding this service.
  - 6.1 The City reserves the right to request that certain drivers not be utilized for this service.
7. The CITY or the designated representative of the City's Director of Public Works and Utilities shall establish and monitor procedures to determine the eligibility of persons participating in the StarTran Brokerage Service and shall issue appropriate identification cards to all applicants who are eligible for the services provided under this Agreement.
  - 7.1 No person shall be transported under this Agreement without such proof of eligibility.
  - 7.2 The CONTRACTOR'S drivers are required to check the eligibility of each person.
  - 7.3 Drivers providing transportation under this Agreement shall be available to assist passengers entering and exiting vehicles and shall provide personal reasonable assistance necessary to achieve safe passenger movement between the vehicle and the passenger's home (or other point of departure/arrival).
    - 7.3.1 Passengers in wheelchairs who are able to transfer between the wheelchair and the vehicle without driver assistance must be afforded transportation under this Agreement.
8. Beginning of Service
  - 8.1 The CONTRACTOR(S) shall not commence work under this Agreement until authorized to do so in writing by the CITY.
9. Laws to be Observed
  - 9.1 The CONTRACTOR(S) shall make himself familiar with, and at all times shall observe and comply with Federal, State and local laws, ordinances, and regulations which in any manner govern or affect the conduct of the work and shall indemnify and hold harmless the CITY and its representatives against any claim arising from the violation of any such law, ordinance or regulation, whether by himself or by his employees.
10. Anti Drug and Alcohol Program
  - 10.1 The successful bidder must provide proof that a drug and alcohol testing and prevention program is in place and is approved by the Federal Transit Administration (FTA).
11. Permits and Licenses
  - 11.1 The CONTRACTOR(S) shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of the work.
  - 11.2 Failure to maintain in full force and effect all necessary licenses and permits, including the license required under Chapter 5.50 of the Lincoln Municipal Code shall be grounds for immediate termination of the Agreement by the CITY.
  - 11.3 All licenses for operation must be approved by the Nebraska Public Service Commission, licenses and permits must be obtained prior to bid submittal.
  - 11.4 Copies of such licenses and permits to be submitted with bid.

11.5 For additional information of the Public Service Commission please contact:  
NE Public Service Commission  
1200 N Street  
The Atrium Suite 300  
Lincoln, NE 68508  
(402)471-3101

12. Insurance

12.1 See attached Insurance Clause to be used for all City

13. Subletting or Assigning of Agreement

13.1 The CONTRACTOR(S) will not be permitted to assign, sell, transfer or otherwise dispose of the Agreement or any portion thereof, or his rights, title, or interests therein, without the written approval of the CITY.

13.2 The CONTRACTOR(S) will not be permitted to sublet any portion of the Agreement without the approval of the CITY.

13.3 No subcontractor will in any case, relieve the CONTRACTOR(S) of his responsibility under the Agreement.

14. This Agreement shall remain in effect for a period of twelve (12) months beginning December 1, 2007; this agreement may be extended on a year-to-year basis for a total of three years, thereafter unless either party, hereto gives thirty (30) days written notice in advance of November 30, 2008, or any succeeding November 30 at thereafter, of its intention to terminate at the end of the yearly period.

14.1 The provisions of the Agreement documents may be amended at any time by mutual written agreement.

15. Auditing

15.1 The City and/or its designated accountants or auditors shall have the right of access to and inspection of all books and records of the Contractor associated with the special transportation service at any and all reasonable times in order to verify and ascertain gross operating revenues and expenses of the operation and maintenance of the special transportation service.

15.2 Such record and documents shall be retained by the CONTRACTOR(S) for a minimum period of three (3) years after final payment hereunder.

16. Training and Operations Guidelines

16.1 Since many of the riders of the system are elderly and/or disabled, they need special assistance in boarding and leaving a vehicle.

16.2 All drivers shall be capable, competent, courteous and sensitive to those special needs. All drivers shall understand and meet minimum standards for safety.

16.3 All drivers shall be trained in and will follow the City's guidelines and standards as follows:

16.3.1 Physical Examination

16.3.1.1 All drivers shall have a complete physical examination prior to and have a doctor's certification for a physical fitness examination certifying the driver's fitness to operate a for-hire vehicle for passenger transportation.

16.3.1.2 All drivers used in the system should have their certifications renewed every 12 months.

16.3.1.3 The CONTRACTOR(S) shall maintain a file on physical examinations.

16.3.2 Driver's License and Record

16.3.2.1 Every driver shall have and maintain a valid Nebraska Driver's license, appropriate for the class of vehicle to be driven.

16.3.2.2 No person who has accumulated five or more points on his/her driving record in the two years preceding employment shall not be employed for this service.

16.3.2.3 No person who has accumulated five or more points, or is under suspension, or revocation, or convicted of a DWI, shall be allowed to continue driving for the City system.

16.3.2.4 The CONTRACTOR(S) shall maintain a file of the current history of all drivers used to provide services pursuant to this contract including the Department of Motor Vehicle Reports.

16.3.2.5 This file will be made accessible to the City upon request at any and all reasonable times.

16.3.2.6 Each of the Contractor's drivers shall report to the Contractor within 30 days of sentencing of any moving violation, which report shall become a part of the driver's file maintained by the Contractor.

- 16.3.2.7 The contractor shall give the City a list of all employees to be utilized to fulfill this contract.  
16.3.2.7.1 Said list shall include name, address, telephone number, social security number, and Nebraska Driver's license number.

16.3.3 Driver Safety and Knowledge

- 16.3.3.1 All drivers shall take a basic driver knowledge test and have passed that test prior to driving for the City system.  
16.3.3.2 It is also recommended that all drivers be given a defensive driver's course, CPR and first-aid training prior to driving.

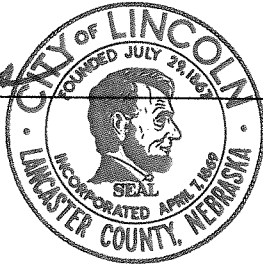
16.3.4 Driver's Operating Instructions/Procedures

- 16.3.4.1 All drivers shall have standard procedures for their demand response service that shall be available in writing for them. The procedures shall clarify all duties of the driver.  
16.3.4.2 These procedures may include: safety, equipment-handling and tips, pre-trip vehicle inspections, personal conduct and courtesy, communications with dispatchers, communication system failure contingencies, tickets and driver's log procedures, road conditions, discipline, emergency and accident procedures, first-aid and CPR, and any other topics the CONTRACTOR(S) may desire.

Dated this 16<sup>th</sup> Day of Jan 2008.  
~~2007~~

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

CONTRACTOR

Transport+Plus of Lincoln Inc.  
Company Name

1525 Patterson Dr.  
Address

Lincoln NE 68522  
City State Zip

\_\_\_\_\_  
Witness (Seal)

By: Vicki Handing  
Signature  
Vicki Handing President  
Print Name Title



Appendix A

Contractors Proposed Compensation Package for StarTran Brokerage Service. Explain in detail your proposed fare rate per trip and structure for billing purposes on this program.

---

FARE RATE PER TRIP:

- |    |                    |           |
|----|--------------------|-----------|
| A. | Flat rate per trip | 20.00     |
| B. | Half fare per trip | 10.00     |
| C. | Escorts            | no charge |

We are a current contractor with Startran. We have a billing structure already in place that is agreeable by both parties.

Billing paperwork will be submitted weekly per request from Startran.

Examples

- A. Flat rate per trip
- B. Graduated on the number of trips

## **APPENDIX B**

### **REQUIREMENTS FOR REPORTING OF INFORMATION PURSUANT TO SECTION 15 OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED**

- A. Revenue vehicle inventory classifications.
  - B. Total number vehicles operated in maximum service.
  - C. Total number vehicles available for maximum service.
  - D. Total vehicle hours and miles.(odometer)
  - E. Total vehicle revenue miles.(odometer)
  - F. Total one-way passenger trips.
  - G. Total passenger miles(odometer plus second/third passenger miles per trip
  - H. Total :Empty Time/Miles” or deadheading related to these contracted trips.
  - I. Cash fare collected and other fare device used.
-

**CERTIFICATION OF LOWER TIER PARTICIPANTS  
REGARDING DEBARMENT, SUSPENSION,  
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

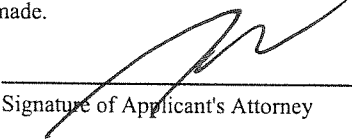
The Lower Tier Participant (potential third party contractor, or potential subcontractor under a major third party contract) Transport Plus of Lincoln Inc. certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, or proposed for debarment in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL THEIR PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) Transport Plus, CERTIFIES, OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENT SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Vicki Harding President  
Signature & Title of Authorized Official

The undersigned chief legal counsel for the Transport Plus of Lincoln Inc. (entity) hereby certifies that the Transport Plus (entity) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

  
\_\_\_\_\_  
Signature of Applicant's Attorney

Date 12/13/07

CONTRACTS OVER \$100,000

THE PRIMARY PARTICIPANT ( POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT). Transport Plus of Lincoln, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ED SEQ. ARE APPLICABLE THERETO.

Vicki Harding President  
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL

The undersigned chief legal counsel for the Transport Plus of Lincoln, Inc. (entity) hereby certifies that the Transport Plus has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

  
SIGNATURE OF APPLICANT'S ATTORNEY

Date 11/14/0

 Qol2meds

25,000 - 100,000  
not returned

CONTRACTS OVER \$100,000

CERTIFICATION OF  
RESTRICTIONS ON LOBBYING

I, Vicki Harding President (name and title of official), hereby certify on  
behalf of Transport Plus of Lincoln, Inc. (name of COMPANY) that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing, attempting to influence an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 18 day of November, 2007.

President  
Title of Authorized Official

Vicki Harding  
Signature of Authorized Official

**CONTRACTS OVER \$100,000**  
EXHIBIT FTA-1

## **CHAPTER V BID PROTESTS**

### **1. FTA REVIEW OF PROTESTS**

- A. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.
- B. Alleged violations on other grounds are under the jurisdiction of the appropriate State of local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See e.g., Buy America 49 CFR Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 CFR Section 23.73
- C. FTA will only review protests submitted by an interested party as defined in paragraph 3, below.

### **2. REMEDY**

FTA's remedy for a grantee's failure to have written protest procedures or failure to follow such procedure is limited to requiring the grantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the grantee desires FTA financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

### **3. DEFINITIONS**

For the purpose of this Chapter, the following definitions apply:

- A. "Days" refers to working days of the Federal Government.
- B. "File" or "Submit" refers to the date of receipt by FTA.
- C. "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
- D. "Bid" includes the term "offer" or "proposal" as used in the context of negotiated procurements.

4. TIME FOR FILING

- A. Protesters shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's protest procedure. In instances where the protester alleges that the grantee failed to make a final determination on the protest, protesters shall file a protest with FTA not later than five days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
- B. Grantees shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph H. After five days, the grantee shall confirm with FTA that FTA has not received a protest on the contract in question.

5. SUBMISSION OF PROTEST TO FTA

- C. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee.
- D. The protest filed with FTA shall:
  - 1) Include the name and address of the protester.
  - 2) Identify the grantee, project number, and the number of the contract solicitation.
  - 3) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
  - 4) Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

6. GRANTEE RESPONSE

- A. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee shall *instruct* all who receive such notice that they may communicate further directly with FTA.
- B. The grantee shall submit the following information not later than ten days after receipt of notification by FTA of the protest:
  - 1) A copy of the grantee's protest procedures;
  - 2) A description of the process following concerning the protester's protest; and
  - 3) any supporting documentation.
- C. The grantee shall provide the protester with a copy of the above submission.



7. PROTESTER COMMENTS

The protester must submit any comments on the grantee's submission not later than ten days after the protester's receipt of the grantee's submission.

8. WITHHOLDING OF AWARD

When a protest has been timely filed with the grantee before the award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of the protest, unless the grantee determines that:

- A. The items to be procured are urgently required;
- B. Delivery or performance will be unduly delayed by failure to make the award promptly;  
or
- C. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government

In the event that the grantee determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the grantee shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to FTA's protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

9. FTA ACTION

Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

Calendar Year Covered by this Report: 2006

OMB No. 2105-0920

Company Name: Transport Plus of Lincoln Inc.

Doing Business As (DBA) Name (if applicable): Transport Plus

Address: 1525 Patterson Drive Lincoln NE

E-mail: [vharding@neb.rr.com](mailto:vharding@neb.rr.com)

Name of Certifying Official: Vicki Harding

Signature: Dicki Harding

Telephone: (402) 610-7300

**Date Certified:**

**Prepared by (if different):**

Telephone: (\_\_\_\_)

CTPA Name and Telephone (if applicable): St. Elizabeth Company Care (402) 475-6655

Check the DOT agency for which you are reporting MIS data; and complete the information on that same line as appropriate:

FMCSA - Motor Carrier: DOT #: \_\_\_\_\_ Owner-operator: (circle one) YES or NO Exempt (Circle One) YES or NO

FAA - Aviation: Certificate # (if applicable): \_\_\_\_\_ Plan / Registration # (if applicable): \_\_\_\_\_

RSPA - Pipeline: (Check) Gas Gathering\_\_ Gas Transmission\_\_ Gas Distribution\_\_ Transport Hazardous Liquids\_\_ Transport Carbon Dioxide\_\_

FRA -- Railroad: Total Number of observed/documentated Part 219 "Rule G" Observations for covered employees:

USCG -- Maritime: Vessel ID # (USCG- or State-Issued): \_\_\_\_\_ (If more than one vessel, list separately.)

ETA - Transis

**II. Covered Employees: (A) Enter Total Number Safety-Sensitive Employees In All Employee Categories:**

**(B) Enter Total Number of Employee Categories:**

13

|     |                                  |  |
|-----|----------------------------------|--|
| (C) | Employer Category                | Total Number of Employees in this Category |
|     | Revenue Vehicle Control/Dispatch | 4  |

If you have multiple employee categories, complete Sections I and II (A) & (B). Take that filled-in form and make one copy for each employee category and complete Sections II (C), III, and IV for each separate employee category.

### III. Drug Testing Data:

[illegible]

**IV. Alcohol Testing Data:**

[illegible]

Calendar Year Covered by this Report: 2006

1. Employer:

Employer:  
Company Name: Transport Plus of Lincoln Inc.

Doing Business As (DBA) Name (if applicable): Transport Plus

Address: 1525 Patterson Drive Lincoln NE

E-mail: [vharding@web.rr.com](mailto:vharding@web.rr.com)

Name of Certifying Official: Vicki Nording

Signature: Ducky Harding

Telephone: (402) 610-7300

Date Certified:

Prepared by (if different):

Telephone: ( )

C/TPA Name and Telephone (if applicable): St. Elizabeth Company Care (402) 475-6655

Check the DOT agency for which you are reporting MIS data; and complete the information on that same line as appropriate:

FMCSA - Motor Carrier: DOT #: \_\_\_\_\_ Owner-operator: (circle one) YES or NO Exempt (Circle One) YES or NO

FAA - Aviation: Certificate # (if applicable): \_\_\_\_\_ Plan / Registration # (if applicable): \_\_\_\_\_

\_\_\_\_ RSPA - Pipeline: (Check) Gas Gathering \_\_\_ Gas Transmission \_\_\_ Gas Distribution \_\_\_ Transport Hazardous Liquids \_\_\_ Transport Carbon Dioxide

FRA - Railroad: Total Number of observed/documentated Part 219 "Rule G" Observations for covered employees:

USCG - Maritime: Vessel ID # (USCG- or State-Issued): \_\_\_\_\_ (If more than one vessel, list separately.)

~~FTA - Transit~~

II. Covered Employees: (A) Enter Total Number Safety-Sensitive Employees In All Employee Categories:

(B) Enter Total Number of Employee Categories:

2

(c)

| Employee Category         | Total Number of Employees<br>in this Category |
|---------------------------|---|
| Revenue Vehicle Operation | 9   |

If you have multiple employee categories, complete Sections I and II (A) & (B). Take that filled-in form and make one copy for each employee category and complete Sections II (C), III, and IV for each separate employee category.

### III. Drug Testing Data:

[illegible]

## IV. Alcohol Testing Data:

[illegible]

**Transport Plus**  
1525 Patterson Drive  
Lincoln, NE 68522  
402.730.7303 Fax: 402.438.7304

November 16, 2007

RE: Brokerage Contract

We would like to renew our contract with the City of Lincoln.

We are currently receiving the following rates:

|                         |       |
|-------------------------|-------|
| Ambulatory one way trip | 18.00 |
| Wheelchair one way trip | 20.00 |
| Half Fare               | 9.00  |

Due to additional everyday expenses in running the company, we are asking for a rate increase. One of the expenses that have increased is our fuel. Also, this last year we found a new insurance carrier. Unfortunately, the cost was not less than before. We were also informed that we can not charge differently between the ambulatory and wheelchair clients. Our rates have been changed with the NPSC.

Our proposed rate for the next year is as follows:

|                   |       |
|-------------------|-------|
| Flat one way trip | 20.00 |
| Half Fare         | 10.00 |

Thank you for your consideration in this matter. If you have any questions, please call me at 402-610-7300.


Thank you,  
Vicki Harding  
President

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR DG  
TRANS-3

DATE (MM/DD/YYYY)

08/01/07

|  |  |   |   |
|--|--|---|---|
| <b>PRODUCER</b><br>Forsyth Insurance Agency Inc.<br>P. O. Box 30557<br>Lincoln NE 68503<br>Phone: 402-483-7861 Fax: 402-483-4760 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |   |
| <b>INSURED</b><br>Transport Plus of Lincoln Inc<br>dba Transport Plus Inc<br>1525 Patterson Dr<br>Lincoln NE 68522               |  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b><br>21326  |
|  |  | INSURER A: Empire Fire & Marine Ins. Co.<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:  |  |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L<br>LTR INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS   |
|-------------------------|---|---------------|-------------------------------------|--------------------------------------|--|
| A X                     | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Incl Professional<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CL313564      | 08/01/07                            | 08/01/08                             | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A X                     | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | CL313563      | 08/01/07                            | 08/01/08                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                         | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                     |                                      | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |
|                         | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$   |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$   |
|                         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |               |                                     |                                      | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|                         | OTHER   |               |                                     |                                      |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Lincoln is named as additional insured.

## CERTIFICATE HOLDER

CITLIPU

City of Lincoln  
 Purchasing Department  
 K Street Complex  
 440 South 8th St  
 Lincoln NE 68508

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Stephen A. Mason

# City of Lincoln/Lancaster County (Lincoln Purchasing)

## Supplier Response

| Bid Information |   | Contact Information |  | Ship to Information |
|-----------------|---|---------------------|--|---------------------|
| Bid Creator     | Tom Kopplin Asst.<br>Purchasing Agent                 | Address             | Purchasing\City &<br>County<br>440 S. 8th St.<br>Lincoln, NE 68508 | Address             |
| Email           |   |                     |  | Contact             |
| Phone           | 1 (402) 441-7414                                      | Contact             | Tom Kopplin Asst.<br>Purchasing Agent                              | Department          |
| Fax             | 1 (402) 441-6513                                      |                     |  | Building            |
| Bid Number      | 07-326  |                     |  | Floor/Room          |
| Title           | Annual Requirements of Star<br>Tran Brokerage Service | Department          |  | Telephone           |
| Bid Type        | Bid   | Building            |  | Fax                 |
| Issue Date      | 11/06/2007  | Floor/Room          |  | Email               |
| Close Date      | 11/28/2007 12:00:00 PM CST                            | Telephone           | 1 (402) 441-7414   |                     |
| Need by Date    |   | Fax                 | 1 (402) 441-6513   |                     |
|                 |   | Email               | tkopplin@lincoln.ne.gov  |                     |

### Supplier Information

Company Transport Plus  
 Address 1525 Patterson Drive  
  
 Lincoln, NE 68522  
 Contact Vicki Harding  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 610 7300  
 Fax 1 (402) 438 7304  
 Email vharding@neb.rr.com  
 Submitted 11/20/2007 5:57:57 PM CST  
 Total \$380,000.00

Signature \_\_\_\_\_

### Supplier Notes

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### Bid Notes

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### Bid Messages

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Please review the following and respond where necessary

| # | Name           | Note  | Response |
|---|----------------|---|----------|
| 1 | Specifications | I acknowledge reading and understanding the specifications. | Yes      |

|   |                         |  |               |
|---|-------------------------|--|---------------|
| 2 | FTA Form Submittal      | I have filled out/signed and attached the PTF Form to be included with my bid. | Yes           |
| 3 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders.           | Yes           |
| 4 | Insurance Requirements  | I acknowledge reading and understanding the Insurance Requirements.            | Yes           |
| 5 | Contact                 | Name of person submitting this bid:  | Vicki Harding |

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## Line Items

| # | Qty | UOM | Description   | Response     |
|---|-----|-----|---|--------------|
| 1 | 1   | EA  | As detailed in Appendix A (by the Contractor), estimate the total cost for the program for one year based on 19,000 trips. Billings will be made on a per trip basis. (No guarantees to the exact number of trips and or trip lengths.) | \$380,000.00 |

Item Notes: StarTran reserves the right to award split contracts for the Brokerage Service.

Supplier Notes:

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|                 |              |
|-----------------|--------------|
| Response Total: | \$380,000.00 |
|-----------------|--------------|

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